

**ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING**

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Urban Development Adult and Dislocated Worker Program**, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area.

Whereas this attachment represents an agreement between the LWIB and Urban Development Adult and Dislocated Worker programs to delineate the Urban Development Adult and Dislocated Worker program's cost allocation and resource sharing agreement, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

- 1. The one stop partner, Urban Development Adult and Dislocated Worker programs, agrees to contribute direct partner costs for rent in the following manner:**

Urban Development Adult and Dislocated Worker program has collocated all staff to the One Stop Career Center. The specific costs and terms for rent is represented in a separate lease agreement between the City of Lincoln and Gold's Galleria.

- 2. The one stop partner, Urban Development Adult and Dislocated Worker programs, agrees to contribute an equal share of system costs, among all WIA partners, for the one stop delivery system. Urban Development Adult and Dislocated Worker programs shall make funds available for the following items:**

Cost: All system costs are to be shared equally as indicated below. When a cost is billed to the one stop partner by the City of Lincoln, an itemized billing statement of actual costs shall be provided and the one stop partner shall pay for items within 30 days of receipt of the request for payment.

Board Meetings: There are 14 One Stop partners identified in the umbrella MOU serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment to be made to the City of Lincoln on a quarterly basis. Board operation costs include costs for board meetings, committee meetings, materials, postage, phone, copying, and printing.

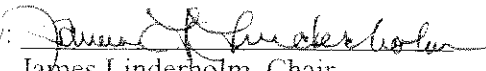
- 3. The one stop partner, Urban Development Adult and Dislocated Worker program, agrees to utilize NWAS system software for registration purposes for one computer terminal at the One Stop Career Center. The Department of Labor, through the NWAS Steering Committee, will determine the user fee.**
- 4. Responsibility for Funds:** Each party is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers', employees', or agents' actions or omissions under or relating to this Agreement.

5. **Term:** This Agreement shall be in effect for the period beginning July 1, 2004 and ending on June 30, 2005. This agreement may be renewed for a period of up to (two) additional one-year terms.
6. **Amendments:** The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this agreement is held invalid, the remainder of this Agreement shall not be affected.
7. **Capacity:** The undersigned person representing Urban Development Adult and Dislocated Workers programs does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind Urban Development Adult and Dislocated Worker programs to this Agreement.

IN WITNESS WHEREOF, Urban Development Adult and Dislocated Worker programs and Mayor Coleen Seng, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the 22nd day of June, 2004.


Mayor Coleen Seng
City of Lincoln/Greater Lincoln
Workforce Investment Board


Marc Wullschleger, Director
Urban Development, City of Lincoln

Approved by: 
James Linderholm, Chair
Greater Lincoln Workforce Investment Board

**ATTACHMENT B:
AGREEMENT FOR SCOPE OF SERVICES**

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Urban Development Adult and Dislocated Worker programs**, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area.

Whereas, this attachment represents an agreement between the LWIB and Urban Development Adult and Dislocated Worker programs to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written between the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The One stop partner, Urban Development Adult and Dislocated Worker program agrees to contribute to the delivery of the following core services in the local one stop system:

- a. Determine eligibility for WIA Adult, and Dislocated Worker programs
- b. Outreach, Common NWAS Intake and Orientation to the services available at the One Stop Career Center.
- c. Initial assessment of skill levels, aptitudes, abilities, and supportive needs
- d. Job search and placement assistance, and where appropriate, career counseling
- e. Provision of employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including i) job vacancy listings in such labor market areas, ii) information on the job skills necessary to obtain the listed jobs, iii) information relating to local occupations in demand and the earnings for such occupations.
- f. Provision of program performance and cost information on (i) eligible providers of training services described in WIA section 122, (ii) eligible providers of youth activities described in WIA section 123, (iii) providers of adult education described in WIA Title II, (iv) providers of postsecondary vocational education activities and vocational education available to school dropouts under the Carl D. Perkins Vocational and Applied Technology Education Act, and (v) providers of vocational rehabilitation program activities described in Title I of the Rehabilitation Act of 1973.

- g. Provision of information on how the local area is performing on the local area performance measures and any additional information with respect to the one stop delivery system in the local area.
- h. Provision of accurate information relating to the availability of supportive services, including at a minimum, childcare and transportation, available in the local area, and referral to such services, as appropriate.
- i. Provision of information regarding filing claims for unemployment insurance.
- j. Assistance in establishing eligibility for Welfare to Work programs, and programs of financial aid for training and education programs that are not funded under this Act and are available in the local area.
- k. Follow-up services, including counseling regarding the workplace, for participants in workforce investment activities authorized under sub-title B of Title I of WIA who are placed in unsubsidized employment, for not less than 12 months after the first day of employment, as appropriate.

2. Delivery of Core Services

The core services listed above shall be delivered by the one stop partner, Urban Development Adult and Dislocated Worker programs, in the following manner.

Service a: Determine eligibility for WIA Adult and Dislocated Worker programs.

Method of delivery: Urban Development staff will locate at the one stop and will interview applicants and make eligibility determinations for the Adult and Dislocated Worker programs. Interviews will be available on a walk-in basis, or by appointment.

Method of referral: Applicants for the Adult and Dislocated Worker programs can be referred through NWAS or directly by other one stop partner staff.

Where the service will be provided: At the One Stop Career Center, 1010 "N" street, Lincoln, Nebraska.

Service b: Outreach, Common NWAS General Information Sheet, and Orientation to the services available through the one stop system.

Method of delivery:

Informational Outreach: Urban Development will provide marketing materials, brochures, and information regarding Adult and Dislocated Worker services to be dispersed to all partners, tenants of the One Stop Center, and to all applicants as appropriate. Urban Development will also be listed on printed materials regarding services available at the one stop center. Urban Development will provide a pamphlet describing the one stop system and the partner programs. Adult and Dislocated Worker Program agrees to distribute customer surveys as directed by the LWIB Board.

Common NWS General Information Sheet: The Common NWS General Information Sheet is a form of pre-registration for One Stop Services which can coordinate referrals to all appropriate partners. Urban Development estimates that 375 customers will be referred through the NWS system as eligible for Adult and Dislocated Workers services.

Orientation: Urban Development staff will be available to provide Orientation to Adult and Dislocated Worker applicants regarding the services available at the One Stop Career Center.

Where the service will be provided: At the One Stop Career Center, 1010 "N" street, Lincoln, Nebraska.

Service c: Initial assessment of skill levels, aptitudes, abilities, and supportive service needs.

Method of delivery: Urban Development staff will conduct initial assessments of customers at the one stop. Various formats will be used to obtain this information.

Where the services will be provided: At the One Stop Career Center, 1010 "N" Street, Lincoln, Nebraska.

Service d: Job search and placement assistance, and where appropriate, career counseling.

Method of Delivery: Urban Development staff will provide job search and placement assistance and, where appropriate, career counseling to eligible Adult and Dislocated Workers. This service will be coordinated with the Employment Service partner to eliminate duplication of services.

Where the services will be provided: At the One Stop Career Center, 1010 "N" Street, Lincoln, Nebraska.

Service e: Provision of employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including:

- (i) job vacancy listings in such labor market areas,
- (ii) information on the job skills necessary to obtain the listed jobs,
- (iii) information relating to local occupations in demand and the earnings for such occupations.

Method of Delivery: Employment statistics information will be provided through print and electronic media. Customers will have access to Internet based job banks, career guidance information, and information relating to demand occupations and wages. Print media will also be used to provide this information. This information will be available from staff and in the resource room.

Where the service will be provided: At the One Stop Career Center, 1010 "N" street, Lincoln, Nebraska.

Service f: Provision of program performance and cost information on;

- (i) eligible providers of training services described in WIA section 122
- (ii) eligible providers of youth activities described in WIA section 123
- (iii) providers of adult education described in WIA Title I
- (iv) providers of post-secondary vocational educational activities and vocational education available to school dropouts under the Carl D. Perkins Vocational and Applied Technology Act
- (v) providers of vocational rehabilitation programs activities described in Title I of the Rehabilitation Act of 1973

Method of Delivery: Provision of program performance and cost information will be a shared service between Urban Development, Lincoln Action Program (WIA Youth activities), Southeast Community College, and Vocational Rehabilitation. Each partner will use quarterly and or annual reports to provide this information. This information will be available in the resource room and will be updated, as information becomes available.

Where the service will be provided: At the One Stop Career Center, 1010 "N" street, Lincoln, Nebraska.

Service g: Provision of information on how the local area is performing on the local performance measures and any additional information with respect to the one stop delivery system in the local area.

Method of Delivery: Urban Development staff will provide quarterly updates of the WIA core performance measures. This information will be available in the resource room.

Where the services will be provided: At the One Stop Career Center, 1010 "N" street, Lincoln, Nebraska.

Service h: Provision of accurate information relating to the availability of supportive services including at a minimum, childcare and transportation, available in the local area, and referral to such services as appropriate.

Method of Delivery: Urban Development staff will use a variety of resources to provide accurate information and referral for supportive services. The primary sources available are the Nebraska Explorer and the Community Resource Directory 1999-2000. Staff will provide this information as appropriate.

Where the service will be provided: At the One Stop Career Center, 1010 "N" street, Lincoln, Nebraska.

Service i: Provision of information regarding filing claims for unemployment insurance.

Method of Delivery: Urban Development staff will provide information and referral to customers relating to filing claims for unemployment insurance.

Where the service will be provided: At the One Stop Career Center, 1010 "N" street, Lincoln, Nebraska.

Service j: Assistance in establishing eligibility for Welfare to Work programs and programs of financial aid for training and education programs that are not funded under this act and are available in the local area.

Method of delivery: Urban Development staff will provide eligibility information and referral to Welfare to Work programs as appropriate to customers. The Welfare to Work staff is a co-located partner at the One Stop. Staff will also provide the student Financial Aid Form to customers to assist them in determining eligibility for financial aid for programs not funded under WIA that are available in the local area.

Where the service will be provided: At the One Stop Career Center, 1010 "N" street, Lincoln, Nebraska.

Service k: Follow-up services, including counseling regarding the workplace, for participants in workforce investment activities authorized under sub-title B of Title I of WIA who are placed in unsubsidized employment for not less than 12 months after the first day of employment, as appropriate.

Method of Delivery: Urban Development staff will conduct follow-up on a monthly basis. Follow-up will be conducted by phone, mail, e-mail, and in person as appropriate.

Where the service will be provided: At the One Stop Career Center, 1010 "N" street, Lincoln, Nebraska.

3. Method of Referral: The One Stop Partners have agreed in the umbrella MOU to provide for the referral of individuals for services by use of a common general information sheet, administered through the Nebraska Workforce Access System (NWAS), which will be used to refer individuals to the appropriate partners for needed services.

Access to Intensive Services: Intensive services for Adults and Dislocated Workers will be available at the One Stop. Urban Development staff will provide these services to eligible customers. Intensive services include, but are not limited to the following:

- Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers---which may include (I) diagnostic testing and use of other assessment tools; and (II) in-depth interviewing and evaluation to identify the employment barriers and appropriate goals.

- Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals.
- Group counseling
- Individual counseling and career planning
- Case management for participants seeking training services
- Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training.

Access to Training Services: Access to training services for adults and dislocated workers will be available at the One Stop. Urban Development staff will provide this access to eligible customers. Training services include but are not limited to the following:

- Occupational skills training, including training for nontraditional employment;
- On-the-job training
- Programs that combine workplace training with related instruction, which may include cooperative education programs; training programs operated by the private sector;
- Skill upgrading or retraining;
- Entrepreneurial training;
- Job readiness training;
- Adult education and literacy activities provided in combination with services described above; and
- Customized training

4. Funding Source/Costs: The Urban Development Adult and Dislocated Worker programs cost of providing the above referenced services through the One Stop Center, including without limitation all of its personnel, equipment, software and hardware, supply, facilities, and insurance costs shall be borne by the partner.

5. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected.

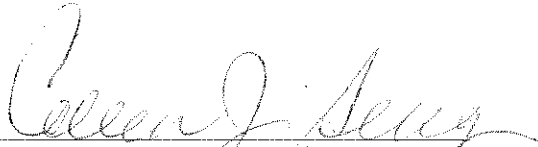
6. Term: This Agreement shall be in effect for the period beginning July 1, 2004 and ending on June 30, 2005. This agreement may be renewed for a period of up to (two) additional one-year terms.

7. Termination: Any party may withdraw from or terminate this Agreement by adhering to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should

any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.

8. **Mutual Hold Harmless:** Each party to this Agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts and omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims, damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any claim for damage whatsoever, including any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employees' or agents' acts, omissions or negligence performed under this Agreement.
9. **Independent Contractor:** Urban Development Adult and Dislocated Worker programs shall perform their core services under this Agreement as an independent contractor. Urban Development Adult and Dislocated Worker programs have sole and exclusive charge and control of the manner and means of performance. Urban Development Adult and Dislocated Worker programs, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that Urban Development Adult and Dislocated Worker programs are not employees of the Greater Lincoln Workforce Investment Board.
10. **One Stop Management Council:** Urban Development Adult and Dislocated Worker programs, as a party to this Agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the One Stop Center.
11. **One Stop Management:** Urban Development Adult and Dislocated Worker programs, as a party to this Agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.
12. **Capacity:** The undersigned person representing Urban Development Adult and Dislocated Worker programs does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind Urban Development Adult and Dislocated Worker programs to this Agreement.

IN WITNESS WHEREFORE, Urban Development Adult and Dislocated Worker programs and Mayor Coleen Seng, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the 22nd day of June, 2004.



Mayor Coleen Seng
City of Lincoln/Greater Lincoln
Workforce Investment Board



Marc Wullschleger, Director
City of Lincoln, Urban Development

Approved by:



James Linderholm, Chair
Greater Lincoln Workforce Investment Board

Jim Linderholm
Chairperson



Mayor Coleen J. Seng
Chief Elected Official

March 9, 2005

GREATER LINCOLN
WORKFORCE INVESTMENT BOARD

Marc Wullschleger
Urban Development Department
808 P Street, Suite 400
Lincoln, NE 68508

RE: Attachments A and B to the Memorandum of Understanding between Lincoln Workforce Investment Board and Urban Development Adult and Dislocated Worker Program, EO #70523

Dear Marc:

In accordance with the terms and conditions of the above referenced Attachments A and B to the Memorandum of Understanding, the City of Lincoln/Greater Lincoln Workforce Investment Board desires to renew said Attachments A and B to the Memorandum of Understanding (MOU) for one (1) additional term beginning July 1, 2005 through June 30, 2006.

It is understood that all terms and conditions of the original Attachments A and B to the Memorandum of Understanding will remain unchanged during the renewal term. For your own information and as a reminder, the Workforce Investment Act of 1998 (PL 105-220) remains in existence until repealed by the federal government. WIA is currently in the process of re-authorization before Congress. It is not clear when re-authorization will be finalized but expenditures under the 1998 Act are authorized through June, 2006. Thus, the terms and conditions of the Attachments are in reference to the current law.

As evidence of your agency's decision to renew the referenced MOU under said terms and conditions, please countersign below. Return three original letters on or before April 15, 2005 for processing care of Jan Norlander-Jensen, City of Lincoln, Urban Development, 808 P Street, Suite 400, Lincoln, NE 68508.

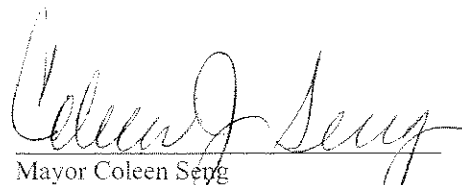
If your agency should choose not to renew this MOU, please state on your letterhead the reasons and return to the City of Lincoln/Greater Lincoln Workforce Investment Board at the above address.

Sincerely,


Jan Norlander-Jensen

Counter Signature:

Urban Development Adult &
One Stop Partner Agency Name Dislocated
441-7126
Phone No. 441-7126
Director
Signature of Authorized Representative of
One Stop Partner
3/15/05
Date


Mayor Coleen Seng
City of Lincoln

Approved by:


James Lindholm, Chair of Greater Lincoln
Workforce Investment Board